



**Washington State
Department of Transportation**

CITY

State Participating Agreement Work by Local Agency Actual Cost		Organization and Address City of Everett 3200 Cedar Street Everett, WA 98201	
		Section / Location SR99/Airport Road Intersection	
Agreement Number GCB1969		Description of Work This project will consist of grinding or planing to a depth of 2", laying a 2" HMA overlay, raising all iron utility devices, restriping each roadway segment, and replacement of traffic signal loops	
State Route Number 99	Control Section Number 310103		
Region Northwest			

This AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The LOCAL AGENCY will incorporate the plans and specifications into the LOCAL AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

II PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

III DELETION OF WORK

In the event the estimate of cost, Exhibit "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's contract.

IV EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

V RIGHT OF ENTRY

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

VI LEGAL RELATIONS

No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Party's date signed last below.

LOCAL AGENCY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By Ray Stephanson

Name Ray Stephanson

Title Mayor

Date 2/26/2015

By [Signature]

Name JOHN H. WHITE

Title ASST. REGIONAL ADMINISTRATOR

Date 3/18/15

APPROVED AS TO FORM

Jim Butler / Esq
JAMES D. ILES, City Attorney

ATTEST:

Sharon Jullie
City Clerk

OPTION 2

PLANING: $24,000 \text{ SF} \div 9 = 2667 \text{ SY} @ \$2.50/\text{SY} = \$6667.00$

HMA: $24,000 \text{ SF} \times \frac{2''}{12} \div 27 \times 2.05 = 304 \text{ T} @ \$75/\text{TON}$
 $= \$22,778.00$

IRON: 6 EA @ \$250 = \$1500.00

TRAFFIC LOOPS: 6 @ \$1500 EA. = \$9000.00

CROSSWALK MARKINGS: $47 \times 10 \text{ LF} = 478 \text{ LF} @ \$9/\text{LF}$
 $= \$4302.00$

STOP BAR: $75 \text{ LF} @ \$5.75/\text{LF} = \432.00

TRAFFIC ARROWS: 2 EA @ \$125 = \$250.00

TRAFFIC CONTROL LABOR:

2 NIGHTS X 1 OFFICER @ \$1000/NIGHT = \$2000.00

2 NIGHTS X 4 FLAGGERS @ \$250. EA/NIGHT = \$2000.00

TOTAL COST - \$48,900.00

Exhibit "A"

4 of 5

Agreement/permit GCB 1169

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#11

PROJECT TITLE:

2015 HMA Overlay -
Interlocal Agreement with
Washington State Department
of Transportation

Briefing
Proposed Action
Consent
Action
First Reading
Second Reading
Third Reading
Public Hearing
Budget Advisory

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Public Works
Tom Hood
425-257-8809
Feb. 11, 2015

Initialed by:
Department Head
CAA
Council President

db

Location

Airport Road

Preceding Action

Attachments

Interlocal Agreement

Department(s) Approval

Legal, Public Works

Amount Budgeted	\$4,800,000	
Expenditure Required	\$4,800,000	Account Number(s): PW3596
Budget Remaining	0	
Additional Required	0	

DETAILED SUMMARY STATEMENT:

The City's 2015 HMA Overlay project will include paving the WSDOT-owned intersection of Airport Road and Evergreen Way (SR 99), at WSDOT expense. This Interlocal Agreement delineates the respective responsibilities regarding this work.

Sources of funds for this project are:

STP – Federal funds	\$1,000,000
Fund 119 – Street Improvements	3,250,000
Snohomish County – ILA	500,000
WSDOT – GCA	50,000
Total sources of funds	<u>\$4,800,000</u>

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with the Washington State Department of Transportation for the 2015 HMA Overlay project.

Council approved
2/18/15
jm